Hey!
Broadband

WEBSITE TERMS AND CONDITIONS

Last updated and effective from: October 2023

Our Website Terms and Conditions (together with the documents referred to in it) explain the terms for using our website **www.heybroadband.co.uk** ("**our website**") or any part of it, whether as a guest or a registered user. Please read these terms carefully before you start using our website. By using our website, you agree that you accept these terms and conditions in full and that you will comply with them. If you disagree with these terms and conditions or any part of them, you must not use our website.

In these Website Terms and Conditions, all references to "**Hey Broadband**", "**we**", "**us**" or "**our**" are references to Hey Broadband Ltd, and all references to "**you**" and "**your**" are references to anyone using our website.

About us

www.heybroadband.co.uk is a website operated by Hey Broadband. Hey Broadband is a full fibre internet service provider ("**ISP**"). We are a limited company registered in England and Wales under company number 11992003, VAT Registration Number is 337 5761 76, and our registered office and main trading address is at 3rd Floor, 1 Ashley Road, Altrincham, Cheshire WA14 2DT.

Website access

You are allowed the use of our website on a temporary basis. Website services provided by us can be removed or changed without notice. We accept no responsibility for any loss, damage or cost to anyone, if our website is unavailable for any reason at any time or for any period. Access to some or all parts of our website may be restricted at times. Such a restriction might apply to anyone, registered with us or not. Any user identification code, password or other information you may be provided with as part of our security procedures must be treated as confidential, and you must not reveal it to anyone. We have the right to disable, at any time, any user ID code or password, whether chosen by you or allocated by us, if we think you have violated any of the provisions of these Website Terms and Conditions.

You must fully follow these Website Terms and Conditions when you are using our website. You must also ensure that anyone else who accesses our website through your internet connection reads through and understands these terms and conditions and that they fully comply with them. If you or they do not and we incur losses, expenses, costs or damages (including any legal costs or costs payable to third parties) as a consequence, you must fully compensate us for these. In legal terms, this is called an "**indemnity**" and you will be 100% responsible for the full amount of any claim we have against you.

Intellectual property rights

All intellectual property rights in any material or content contained in or accessible via this Website is either owned by us or has been licensed to us for use. '**Intellectual property rights**' include patents, trade names, trademarks, service marks, copyright (including rights in computer software and in websites), rights in databases, rights in design and know-how. Our website and the material published on it are protected by international copyright laws and treaties around the world. You must not republish, reprint or redistribute the content or material on our website, with the exception of the circumstances set out below.

You may print one copy or download to a personal computer extracts of any page (s) from our website for your own use and you may draw the attention of others to material posted on our website. In any case, you do not have the right to change or amend the paper or digital copies of any material you have printed off or downloaded in any way. Any illustrations, photographs, video or audio sequences or any graphics must not be used separately from any accompanying text.

Hey!
Broadband

You must always acknowledge that we (or any others who have contributed material on our website) are the authors of the material on our website. Material on our website can only be used for business purposes after you get a licence from us (or those who have granted us a licence). If you download, copy or print any part of our website in a way that doesn't follow these Website Terms and Conditions, you will immediately lose your right to use our website. If we advise you to return or destroy any copies you've made of the material, you must do so immediately. If you think that your intellectual property rights have been breached either on the internet or through any of the internet services provided by us, you may contact us and request that the infringing material is removed or access to it blocked. We will fully investigate any complaints and, if we think (acting reasonably) there is an infringement, we'll take action to sort it out. If you think your intellectual property rights are being infringed, please contact:

Hey!Broadband
3rd Floor, 1 Ashley Road
Altrincham
Cheshire WA14 2DT

Reliance on information posted

Commentary and other material posted on our website should not be relied upon as advice. We don't accept any responsibility for any damages, losses, or costs to anyone who relies on such material or commentary.

Our website changes regularly

Our website will be updated regularly and the content may change at any time. If the need arises, we may suspend use of the website, or close it indefinitely. Although every effort will be made to make sure the content is accurate, any content on our website may be incomplete, contain mistakes or be out of date at any given time. We are not obligated to update this content. Any information you get from our website should be checked before you act on it.

Our liability

Content and material on our website are not guaranteed to be accurate or available. We do not accept responsibility (except to the extent a law requires) for any conditions, warranties and other terms that might be implied by law. The law sometimes suggests that certain conditions, warranties or terms are treated as part of an agreement- these "terms implied by law" are not included in our terms and therefore you cannot make claims based on them. We also do not accept responsibility for any loss which is not a reasonably predictable result of our negligence, or of our not following these Website Terms and Conditions. We do not accept liability for any direct, indirect, incidental, special or consequential loss or damage that has been incurred by a user of our services as an indirect consequence or in connection with the use, inability to use, or results of the use of our services, any equipment supplied to you from us under an agreement for provision of our services, any equipment you received from a third party or our website, any websites linked to it and any materials posted on it. This includes any liability for;

loss of income or revenue;

loss of anticipated savings;

loss or corruption of data, information or software;

loss of goodwill;

loss of business or opportunity;

Hey!
Broadband

loss of profits or contracts;
wasted management or office or personal time;

the cost of getting substitute goods or services;

and for any other loss or damage of any kind, however it happens, even if it is predictable and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

Nothing in these terms is intended to exclude or limit our liability for death or personal injury, our fraud or any other liability which we may not by law exclude or limit.

Information about you and your visits to our website

You cannot treat anything on our website as an offer by Hey Broadband to provide any goods or services to you. We will provide you with your services only when you have a contract with us, when (i) you have placed an order for them, (ii) you have accepted our standard terms for providing them and (iii) we have confirmed our acceptance of that order in writing. Our standard Terms of Service will apply to any contracts under which we provide you with any of our services or goods. TRANSACTIONS CONCLUDED THROUGH OUR WEBSITE Any contract or arrangement (and its terms and conditions) you make with any advertiser on our website or by following a link from our website to another website will be between you and the advertiser or the provider of the other website. We accept no responsibility in relation to any of these contracts or arrangements.

Viruses, hacking and other offences

You must not misuse our website by introducing viruses, worms, logic bombs, trojans, or any other malware which is malicious or technologically harmful. You must not try to access (i) our website in a way that we don't usually allow (ii) the server on which our website is stored, or (iii) any server, computer or database connected to our website. You must not attack our website with a denial-of-service attack or a distributed denial-of service attack. If you break the above condition, you're committing a crime under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate these authorities by disclosing your identity. In the event of such a breach, your right to use our website will cease immediately.

We will not be liable for any loss or damage caused by a denial of service or distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other material belonging to you, from your (i) using our website or (ii) downloading of any material posted on it, or on any website linked to it. or other proprietary material due to the use of material on the website of to your downloading of any material posted on it, or on any website linked to it. (if you want to change the second part of the sentence but not necessary).

Linking to our website

Linking to our webpage is permitted as long as it's legal and appropriate in the circumstances and doesn't take advantage of our reputation or damage it in any way. You must not create a link that makes it look like we're giving you our approval or support, or connected with us in any way- if this isn't actually the case. If the website is not owned

Hey!
Broadband

by you, you must not create a link from it. Our website must not be framed on any other website and you must not create a link to any part of our website other than the home page. Any linking permission can be taken away without notice. If you'd like to use material on our website in any way other than that stated above, please send your request to info@heybroadband.co.uk

Links from our website

Links from our websites to other websites and/or goods or services provided by others are for your information only. The contents of those websites, those goods or services, or their availability are not under our control. We do not accept any responsibility for them or for any loss or damage that may result from your using or inability to access them. Hey!Broadband does not recommend nor give its approval to (i) those goods or services or (ii) those websites, their contents or any goods, services, advertising or other material these websites contain.

Jurisdiction and applicable law

These Website Terms and Conditions are made under English and Welsh law. If a dispute arises that we can't be settled between us, despite following our Complaints Code of Practice, it'll be decided in the English and/or Welsh courts. If we choose to, though, we can use the courts where you live (if this isn't England or Wales) or in any other country we think is appropriate. Our website is designed for use in the United Kingdom and the website or services must not be used in countries where the local law restricts or does not allow this.

Trade marks

Hey Broadband is a registered trade mark of Hey Broadband Ltd. All brand names, product names and/or service names used in our website are trademarks, trade names, service marks or copyrights of their respective owners. If you use any brand name, product name and/or service name without first getting its owner to agree to this in writing, you may be infringing that owner's rights. Hey Broadband doesn't give you permission to use any brand name, product name or service name.

Changes

We reserve the right to change or update these website Terms and Conditions at any time. If you use our website, you are advised to check them from time to time to take notice of any changes we made, as they are legally binding. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the Website.

Your concerns

If you have any concerns about material which appears on our website, please contact **info@heybroadband.co.uk**